

**ORIGINAL**



February 18, 2000

**OFFICIAL FILE  
ILLINOIS COMMERCE COMMISSION**

CHIEF CLERK'S OFFICE

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ILLINOIS  
COMMERCE COMMISSION

Ms. Donna Caton, Chief Clerk  
Illinois Commerce Commission  
527 East Capitol Avenue  
Springfield, Illinois 62794-9280

Re: Request for Approval No. 00-0017/00-0018 (Consolidated)

Dear Ms. Caton,

Pursuant to the order entered by the Commission on February 9, 2000 in the above-referenced matter, enclosed please find for filing with the Commission an original and three copies of the Illinois Merger Amendment and Promotional Resale Discount Amendment to the Negotiated Interconnection Agreement between Comm South Companies, Inc. and Ameritech Illinois.

Please acknowledge receipt of the Amendments by returning the extra copy of this letter.

Sincerely,

Manager-Regulatory Affairs

Enclosures

**ILLINOIS MERGER AMENDMENT  
TO THE TELECOMMUNICATIONS SERVICES RESALE AGREEMENT UNDER  
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

ILLINOIS  
COMMERCE COMMISSION  
FEB 18 12 37 PM '00

This Illinois Amendment to the Telecommunications Services Resale Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "**Amendment**") is dated as of November 18, 1999 by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., with its principal offices at 350 North Orleans, Chicago, Illinois 60654, on behalf of and as an agent of Ameritech Illinois, ("**Ameritech**") and Comm South Companies, Inc., with its principal offices at 6830 Walling Lane, Dallas, Texas 75231 ("**Requesting Carrier**").

**WHEREAS**, Ameritech and Requesting Carrier are parties to that certain Telecommunications Services Resale Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of March 6, 1998 (the "**Agreement**");

**WHEREAS**, Ameritech, in that certain Order of the Illinois Commerce Commission in Docket No. 98-0555, Joint Application for Approval of the Reorganization of Illinois Bell Telephone Company d/b/a/ Ameritech Illinois, and the Reorganization of Ameritech Illinois Metro, Inc., in accordance with Section 7-204 of the Public Utilities Act and for all other Appropriate Relief ("Order"), shall offer a promotional eighteen (18) month installment payment option to CLECs for the payment of non-recurring charges associated with the purchase of unbundled Network Elements used in the provision of residential services and the resale of services used in the provision of residential services.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the Parties agree as follows.

**1.0 DEFINED TERMS; DATES OF REFERENCE**

**1.1** Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement and in the Order.

**1.2 "Amendment Effective Date"** shall mean the date on which this Amendment is approved by the Commission under Section 252(e) of the Act.

**1.3** Each reference to "CLEC" in the Sections of the Order incorporated by reference into this Amendment in **Section 2.0** below, shall be deemed a reference to "Requesting Carrier".

**1.4** For purposes of calculating the interval for the optional payment plan for non-recurring charges set forth in Section VI.B (27) A of the Order:

(a) the Merger Closing date is October 8, 1999, and:

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- (b) the Commission's **final** non-appealable order approving the merger shall be determined pursuant to applicable rules.

## 2.0 **AMENDMENTS TO THE AGREEMENT**

Subject to Section 3.0 below, on and after the Amendment Effective Date, the Agreement is hereby amended as follows:

**2.1** **Section 11.1** of the Agreement is amended hereby by adding the following at the end thereof:

Notwithstanding the foregoing, Ameritech will accept payment, and Requesting Carrier agrees to pay Ameritech, for services purchased by Requesting Carrier that are described in Section **VI.B** (27) A of the Order relating to the optional payment plan for certain non-recurring charges in accordance with the terms and conditions of Section **VI.B** (27) A of the Order, the terms and conditions of which are incorporated herein by this reference.

**2.2** **Section 1.1** of the Agreement is amended by adding the following definition in appropriate alphabetical order:

**“Order”** means that certain Order of the Illinois Commerce Commission dated September 23, 1999 in Docket No. 98-0555, Joint Application for Approval of the Reorganization of Illinois Bell Telephone Company d/b/a Ameritech Illinois, and the Reorganization of Ameritech Illinois Metro, Inc., in Accordance with Section 7-204 of the Public Utilities Act and for all other Appropriate Relief.

## 3.0 **SUSPENSION OF STIPULATION PROVISIONS**

Notwithstanding **anything** to the contrary in the Agreement, this Amendment or Section **VI.B** (27) A of the Order, if the merger agreement is terminated, or if the Order is overturned or if any of the provisions of the Order that are incorporated herein by reference are amended or modified as a result of any order or finding by a court of competent jurisdiction or other governmental authority, the provisions described in **Section 2.0** of this Amendment shall be automatically, without notice, suspended as of the date of such termination or order or finding and shall not apply to any product or service purchased by Requesting Carrier or provisioned by Ameritech after the date of such termination or order or finding.

#### 4.0 MISCELLANEOUS

4.1 The Agreement, as amended hereby, shall remain in **full** force and effect. On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall otherwise specifically noted,

4.2 This Amendment shall be deemed to be a contract made under and governed by the Act and the domestic laws of the State of Illinois, without reference to conflict of law provisions.

4.3 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

4.4 This Amendment constitutes the entire Amendment between the Parties and supersedes all previous proposals, both verbal and written.

IN WITNESS **WHEREOF**, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the Amendment Effective Date.

Comm South Companies, Inc.

By: Chris Caffey

Printed: Chris Caffey

Title: VP, COO

Ameritech Information Industry Services, a  
division of Ameritech Services, Inc., on  
behalf of and as agent for Ameritech  
Illinois

By: Aimee L. Zaczek

Printed: Aimee L. Zaczek

Title: VP Finance